

Pleasant Hill

Teamsters #238 (Mixed)

7/1/2006 6/30/2009

PLEASANT HILL / TEAMSTERS #238 (MIXED) 06-08

AGREEMENT

between

City of Pleasant Hill, Iowa

and

Teamsters Local Union # 238

July 1, 2006 to June 30, 2009

Index

Article 1	Recognition	Page 4
Article 2	Non-Discrimination in Employment	Page 4
Article 3	Union-management Relations	Page 4
Article 4	Management Rights	Page 4
Article 5	Union Rights	Page 5
Article 6	Hours of Work	Page 5
Article 7	Probationary Period	Page 5
Article 8	Dues Check-off	Page 6
Article 9	Unpaid Leave of Absence	Page 6
Article 10	Discipline and Discharge	Page 7
Article 11	Grievance Procedure	Page 7
Article 12	Employee Education	Page 9
Article 13	Sick Leave	Page 9
Article 14	Funeral Leave	Page 10
Article 15	Seniority	Page 11
Article 16	Vacation	Page 12
Article 17	Holidays	Page 13
Article 18	Layoff and Recall	Page 13
Article 19	Overtime	Page 14
Article 20	Insurance	Page 15
Article 21	Pay Periods	Page 15
Article 22	Mileage	Page 15
Article 23	Expenses	Page 16
Article 24	Equipment	Page 16
Article 25	No Strike - No Lockout	Page 16
Article 26	Entire Agreement and Waiver Clause	Page 16
Article 27	Savings	Page 17
Article 28	Wages, Job Classifications	Page 17
Article 29	Safety Shoes	Page 18
Article 30	Subpoena Pay	Page 18
Article 31	Clothing Allowance	Page 18

Article 32	Longevity	Page 18
Article 33	Terms of Agreement.....	Page 19

ARTICLE 1 RECOGNITION

THIS AGREEMENT entered into by the CITY OF PLEASANT HILL, IOWA (hereinafter referred to as the city) and the TEAMSTERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the union).

Pursuant to, and in accordance with, all applicable provisions of the Public Employment Relations Act of the State of Iowa (hereinafter referred to as the Act), and in recognition of the Public Employment Relations Board's certification of said Union, the city does hereby recognize the union during the term of this Agreement for all employees of the city.

PERB Case No. 7131 effective September 9, 2005.

INCLUDED: All full-time and regular part-time employees of the City of Pleasant Hill, in the police department and the community services department (streets and utilities division, parks and recreation division, and building division).

EXCLUDED: Director of community services, division supervisors, city clerk, chief of police, fire chief, sergeants, clerical employees, and all others excluded by Iowa Code, Section 20.4.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The parties agree to comply with the terms and conditions of the Americans with Disabilities Act. The parties agree further that exceptions to this agreement may have to be made in order to comply with the Americans with Disabilities Act.

ARTICLE 3 UNION-MANAGEMENT RELATIONS

All formal negotiations or bargaining, with respect to the terms and conditions of this agreement, shall be conducted by authorized representatives of the union and such authorized representatives of the city.

Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representative of the parties.

ARTICLE 4 MANAGEMENT RIGHTS

Except as prohibited by law or specifically modified by this agreement, the city shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal management, and hereby reserves and retains all such customary powers,

authority, and prerogatives. It is expressly recognized, by way of illustration and not limitation, that such customary powers and authority include all those as listed in Section 7 of the Act - Public Employer Rights.

ARTICLE 5 UNION RIGHTS

The union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the city; however, nothing contained in this Section shall be construed so as to require the employer to violate any applicable law.

ARTICLE 6 HOURS OF WORK

The normal workweek for community services department employees shall consist of five consecutive days each, including eight hours of work per day. The normal workday for the streets & utilities and park & recreation divisions is agreed to be from 7:00 am to 3:30 pm. The normal workday for the building division is agreed to be from 7:30 am to 4:00 pm. It is agreed that there are times when the start and end times for a shift will be outside of the normal workday as defined, it will not be a violation of this agreement for the city to have as many employees as needed work at hours other than those defined when necessary to perform the needed work. Equipment operators will be utilized when the need arises for the use of the equipment.

The normal workweek for the police department shall consist of either six consecutive workdays and three days off, for a total of forty-eight hours per workweek, or five consecutive workdays and two days off, for a total of forty hours per workweek, at the discretion of the chief, or any other work schedule with agreement of both parties.

ARTICLE 7 PROBATIONARY PERIOD

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process as follows:

- a. Probationary employees may be separated for any cause by the city during their probationary period without appeal. The city may discharge any such probationary employee without notice to the union.
- b. If action is not taken by the appointing authority to report to the probationary employee that he/she has not qualified for permanent status before the close of business of the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired permanent status.
- c. A permanent employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the

- probationary period, shall be reinstated in his/her former position.
- d. All permanent full-time probationary employees shall be entitled to all the fringe benefits, except they may not avail themselves of grievance procedures.

The probationary period for Police personnel shall be one year and successful completion of an approved Law Enforcement Academy. The Iowa Law Enforcement Academy shall determine what constitutes an approved Law Enforcement Academy. The chief of police, with the approval of the city administrator/manager, may recommend to the city council, a shortening of the probationary period of a police officer.

On promotional appointments, the probationary period for police personnel shall be six (6) months.

The probationary period for community services employees shall be ninety work days and the employee must possess all necessary licensing requirements or certification, if any is required, for the position.

ARTICLE 8 DUES CHECK-OFF

During the life of this Agreement, and in accordance with the terms of the authorized dues check-off form, the city agrees to deduct Union dues, D.R.I.V.E., TeamLegal, Credit Union, initiation fees and assessments levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executed or has executed the authorization form.

The deductions shall be certified to the city by the treasurer of the union on the appropriate forms, signed by the employee and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The union agrees to indemnify and hold the city harmless against any and all claims, suits, orders or judgments brought or issued against the city as a result of any action taken or not taken by the city under the provisions of this section.

The dues deduction forms shall be supplied by the union.

ARTICLE 9 UNPAID LEAVE OF ABSENCE

Any employee desiring a leave of absence from his/her employment shall secure written permission from the department director and the city administrator/manager. The employee shall report back to work on the first working day following the last day of the leave of absence. In the event an employee fails to report to work the first working day following the last day of the granted leave of absence, or in the event that an employee fails to obtain written permission from the employer prior to taking a leave of absence, said

failure shall be deemed a voluntary quit.

An employee shall not accumulate seniority during a leave of absence, except if said leave was necessitated because of sickness or injury.

If an employee shall, without proper authorization, be absent from duty, whether for part or all of a working day, such absence shall be grounds for disciplinary action, including discharge.

The parties agree to follow the provisions of the Family and Medical Leave Act that are applicable to the city.

ARTICLE 10 DISCIPLINE AND DISCHARGE

Section A. Purpose and Scope. Both parties of this agreement recognize that a certain amount of discipline is necessary for the efficiency of the operation. Therefore, these certain penalties for infractions of rules and policies have been agreed upon and shall include the following:

1. Oral reprimand or warning;
2. Written reprimand or warning;
3. Suspension with loss of pay;
4. Demotion; and
5. Discharge.

Section B. Suspension, Demotion, and Discharge. When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants it, the city may suspend, demote or dismiss the employee for just cause.

Warning letters may only be used for disciplinary matters for a period of twelve months.

ARTICLE 11 GRIEVANCE PROCEDURE

Section A. Definition. A grievance shall be defined as any written complaint by an employee concerning any matter relating to wages, hours, vacations, holidays, leave of absence, overtime, health and safety, layoff and recall, check-off, sick leave, funeral leave, supplemental pay, discipline and discharge, compensation and seniority.

Section B. Procedure. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances may be presented at the first step of the procedure within five working days of the incident giving rise to the complaint. The procedure is as follows:

Step 1. An employee shall discuss an alleged grievance orally with their immediate supervisor within five days of the incident, in an effort to resolve the problem in an informal

manner. The supervisor has five days to respond.

Step 2. If the answer is not satisfactory, the matter shall be presented, in writing, stating the incident giving rise to the complaint by the grievant to the department director within five working days after the supervisor's response in Step 1. The department director shall respond to the grievant and the union steward, in writing, within ten working days.

Step 3. If the grievance still remains unadjusted, it shall be presented by the grievant, steward and business representative of the union to the city administrator/manager within five working days after the response of the department director. The city administrator/manager shall respond, in writing, to the steward within ten working days after the meeting with the steward and the business representative of the union.

Step 4. If not resolved, the grievance may be submitted to arbitration within five working days after the decision in Step 3, or, if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the city administrator/manager. Such notice shall specify the sections of the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of five arbitrators and, by alternately striking names, an arbitrator will be selected.

Section C. Limitations. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator's fees and expenses shall be shared equally by the employer and the union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal.

All written grievances must be signed by the affected employee(s). Employees are entitled to Union representation at all steps in the grievance procedure.

When necessary, employees and their representatives, if an employee of the city, shall be released from work without loss of pay for a reasonable time for the investigating and settling of grievances, provided the supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this section may be extended by mutual agreement.

ARTICLE 12 EMPLOYEE EDUCATION

An employee must submit a written request for educational reimbursement to the department director. The department director shall review the request and submit recommendation to the city administrator/manager. The city administrator/manager shall forward the request to the city council for final action. The area of study should be directly related to the employee's current position and/or responsibilities. It is understood that core and pre-requisite classes are both paid for and education is not limited to the type of degree. Any permanent, full-time city employee shall be reimbursed for education costs (tuition and books), if approved by the city council, subject to the following requirements:

1. Request must be made no later than December 1 of each year for the following budgetary year. A response to the employee will be provided by February 1 of the following year;
2. The course shall directly relate to the employee's current job duties;
3. Such work must be completed in an officially accredited educational institution;
4. The employee shall successfully complete the course with a "C" or better; and;
5. Participation in the course shall be solely on the employee's time, unless waived by the city council.

ARTICLE 13 SICK LEAVE

Section A. Eligibility. All permanent full-time employees shall be eligible for paid sick leave.

Section B. Accrual. Sick leave shall be accrued as follows:

1. Sick leave shall be accrued for all permanent full-time employees at the rate of one workday for each month of service, up to one hundred twenty days.
2. After an employee has accrued thirty days of work leave, the employee may elect (only once during the month of July) to sell back to the city, at fifty percent its value, any days more than thirty, payable during the month of December. The employee will not be allowed to sell to the city any part of the thirty accrued sick days.

Section C. Usage. Sick leave shall be granted under the following circumstances:

1. Physical incapacity not incurred in the line of duty;

2. Personal illness which occurs during working hours; and
3. Enforced quarantine of employee in accordance with community health regulations.
4. Twenty four hours of sick leave per fiscal year may be used in the event of a family illness. The immediate family is defined as employee's parents, employee's spouse, employee's spouse's parents, employee's children, employee's siblings, and employee's grandparents.
5. After an employee has accrued thirty days of sick leave, the employee may elect to convert sick leave to vacation leave at a rate of 2 to 1, any days more than thirty. The vacation leave may be used for illness in the immediate family, as defined above.
6. Twenty four hours of sick leave per fiscal year may be used in the event of a family illness. The immediate family is defined as employee's parents, employee's spouse, employee's spouse's parents, employee's children, employee's siblings, and employee's grandparents.

Section D. Administration. Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty;
2. Sick leave shall be chargeable only when used on regular scheduled workdays or work periods;
3. In individual cases, if there is a sufficient reason to believe the employee may be abusing sick leave, the employee shall first be advised by letter of his/her past sick leave usage and notified that a medical certificate will be required for all absences of sick leave in the future. The employee will be further advised that all future requests for sick leave shall be investigated, and if found to be unwarranted, shall be cause for disciplinary action, up to and including dismissal.

**ARTICLE 14
FUNERAL LEAVE**

Upon approval of the city administrator/manager, a department director may grant a paid leave of absence up to five days for the death of a parent, spouse or child and up to four days for the death of parents of spouse, sibling, sister or brother-in-law, son or daughter-in-law, grandparents and grandchildren. Step and foster relationships are included in the above. Only days absent which would have been compensable workdays will be paid.

Funeral leave is not accruable.

ARTICLE 15 SENIORITY

Seniority is determined by the length of continuous, unbroken service as a permanent full-time employee of the city. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave in the interest of the city, or as otherwise authorized by the city) in excess of thirty cumulative working days per year shall be deducted from the employee's time of seniority.

Seniority shall prevail at all times, insofar as shifts, vacations, layoffs, call back, and rehiring is concerned. The department director will have the discretion to assign probationary employees to any shift for training purposes in the best interest of the department. There will be no bumping allowed during the term of the agreement.

New employees with less than three years of experience may be assigned to shifts at the discretion of the police chief for the first two years of employment for training purposes. The police chief has the discretion to assign that employee to any shift for training purposes during his/her probationary period.

For new employees with three or more years of patrol experience, the chief has the discretion to assign that employ to any shift for training purposes during his/her probationary period.

In the event that it is necessary to reduce the number of employees, they shall be laid off in accordance with their seniority rights. Shift bidding for police officers shall occur once a year.

All newly-created positions and promotional opportunities will be posted. Employees meeting the subject criteria are welcomed to apply. The department director will then form a selection committee which will recommend the best candidate. The final candidate will be selected by the department director. The selection process will be determined by:

- 1) the overall ability of an individual to perform the job and
- 2) seniority

Vacancies and shifts will be posted and available for seniority bidding. The new shift will be posted for five calendar days. At the end of the period, the employee with the most seniority will receive the bid.

Employees requesting to exchange bidded shifts will first submit written request to their immediate supervisors. The supervisors will, in turn, forward the request with recommendations to the police chief, who will be the final approving authority.

**ARTICLE 16
VACATION**

Section A. Accrual. Vacation leave shall be accrued as follows:

- I. Vacation leave for all permanent full-time employees shall be:

Vacation Per Year:	Years of Continuous Service Completed:
1 week	1 year
2 weeks	2 years
3 weeks	5 years
4 weeks	10 years
5 weeks	20 years

2. The employee's date of employment will be his/her anniversary date.
3. Accrual will be bi-weekly.

Section B. Administration. Vacation leave shall be administered as follows:

1. All vacation leaves and schedules must be approved by the department director. In approving such a schedule, the department director shall consider the needs of the city service and the seniority and wishes of the employee.
2. Vacation leave shall be charged, as used, in amounts of not less than one hour increments.
3. When a holiday occurs during the employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
4. Vacation must be taken within a twelve-month period after the completion of the year in which it is earned.
5. Earned but unused vacation will be paid upon termination after twelve months of service.

ARTICLE 17 HOLIDAYS

Section A. Designated Holidays. The following eleven paid holidays will be observed:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veterans' Day	Two Personal Days

Section B. Eligibility. Only permanent full-time employees shall be eligible for paid holidays.

In those cases where the holiday falls on a Saturday, the holiday shall then be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday shall then be observed on the following Monday. If Christmas falls on a Monday, the holidays will be observed on Monday and Tuesday. When a holiday comes during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

An employee must take personal days by the end of the fiscal year (June 30). Personal days cannot be carried over from one year to the next. Failure of an employee to take personal days will result in the employee losing these days.

Section C. Holidays. Full-time employees who work on holidays shall be paid at the rate of two times the regular hourly rate of pay for all hours worked on the holiday plus eight hours straight time pay for the holiday. With prior approval of the employer, an employee required to work on the actual holiday may, in lieu of holiday pay, receive compensatory time off for the holiday. This is subject to the eighty-hour limit on compensatory time. Holiday pay will be provided only on the actual holiday. For example, if the 4th of July is on a Saturday, but is observed on a Friday, an employee would not receive premium pay for work on Friday. The city reserves the right to send an employee home on a holiday.

ARTICLE 18 LAYOFF AND RECALL

Section A. Advance Notice. In the event a reduction in force becomes necessary, the city agrees to provide affected employees as much advance notice as is administratively practical.

Section B. Order of Layoff. Whenever it becomes necessary for employees of a specific class to be laid off because of lack of work, lack of funds, or reorganization, the order of

layoff shall be as follows:

1. Temporary appointees
2. Probationary employees
3. Permanent employees in reverse order of their seniority as defined in Article 15 of this Agreement, provided that the remaining employees have the qualifications and skills to perform the necessary work.

Employees so laid off shall be eligible to be rehired on the basis of their seniority, provided that they are still qualified and able to perform the work. When an employee is notified to return to work, satisfactory arrangements to do so must be made by the employee within five working days of notification or said employee will be automatically removed from the re-employment list.

ARTICLE 19 OVERTIME

Section A. Definition. Overtime is time properly authorized and worked by a permanent employee in units of one-quarter hour or more which is in excess of the regularly scheduled hours of work per day. Community services employees shall be paid double time for all unscheduled hours worked on Sunday.

Section B. Procedure. All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments.

Permanent employees shall normally be given preference in overtime assignments. In all cases; however, overtime assignments will be made in such a way that the functions of the city service will be most effectively completed. All compensable overtime must be performed at the direction of the department director or their authorized representative. Overtime credit may not be accrued without such approval.

Full-time employees' absences, sickness, holidays, vacations, and compensatory time off shall not be considered overtime available to other full-time employees, but may be filled by part-time employees. Compensatory time may be taken at the direction of the department director, although the employee's desires shall be given consideration whenever possible. When compensatory time off is ordered by the department director or requested by the employee, reasonable advance notice shall normally be provided. All requests for compensatory time shall be in writing.

Section C. Compensation. Overtime work shall be compensated for in the following manner:

Employees may elect to be paid in cash or compensatory time for up to 80 hours, as established in Section A of Article 19. No more than 80 hours of compensatory time may be accrued at any one time without written approval of the city administrator/manager. All

employees may elect to be paid either in cash or compensatory time, one and one-half times for all hours worked in excess of their regularly-scheduled work day. If an employee chooses to flex the work day, with the supervisor's approval, or chooses any hourly leave, overtime will not be applicable until the normal regular number of hours have been worked in that day.

No more than eighty hours of compensatory time may be accrued at any one time without written approval of the city administrator/manager. Employees may be required to use their compensatory time at the discretion of the city. A day of sick leave, holiday, vacation or compensatory time shall be considered as a day worked. Compensatory time held (in the 80 hour limit) is not available to be paid out except at termination of employment.

Call-In Pay. An employee called into work outside his/her normal workday, on a holiday and/or Sunday, shall be guaranteed a minimum of two hours straight time pay.

On-Call Pager Pay. Employees required to carry the pager while on-call shall receive \$5.00 per day. The on-call employee must respond to the pager alert within fifteen minutes and must be able to respond to the call as soon as possible but must be within one hour. Once an employee responds to a page alert he will be compensated according to Call-In Pay. A monthly on-call schedule, by the week, shall be established. Employees will pick the weeks they will be on-call by seniority.

ARTICLE 20 INSURANCE

Effective July 1, 2006, the maximum employer contributions will be \$ 200.60 per week for each eligible employee. Effective July 1, 2007, the maximum employer contribution will be \$ 214.60 per week for each eligible employee. Effective July 1, 2008, the city agrees to pay 50 % of the premium increase at a maximum amount of \$ 233.10.

Should the premium be more that the above stated city contribution, the employee, through payroll deduction, will pay the difference and the city will remit the full billed premium to the insurance provider.

ARTICLE 21 PAY PERIODS

The pay period will be biweekly.

ARTICLE 22 MILEAGE

When a city employee is entitled to be paid for expenses in performing a public duty, a charge shall be made, allowed and paid for the use of an automobile at the rate established by Chapter 79.9 of the 1981 Code of Iowa.

It is agreed between the city and the union that in the event the current statutory allotment

per mile is raised by the legislature during the period of this contract, the employee shall receive the higher rate of compensation.

ARTICLE 23 EXPENSES

All city employees entitled for reimbursement for necessary expenses incurred in the line of duty shall be reimbursed pursuant to the Municipal Code of the City of the Pleasant Hill Chapter 7.9, which reads as follows:

"The city clerk is authorized to advance to employees and city officials, not to exceed \$ 200 for travel or seminar expenses, provided that such travel or seminar expenses have been approved by the city council and further provide that said employee or official shall, in advance, submit written evidence to the city clerk of what expenses that employee or official may incur for official city business."

ARTICLE 24 EQUIPMENT

The city will furnish all necessary equipment to members of the collective bargaining unit during the term of this contract. Equipment provided will remain the property of the city except in cases where it is replacing personal equipment damaged on the job. All officers shall provide their own duty weapon.

ARTICLE 25 NO STRIKE - NO LOCKOUT

The parties agreed to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the union, its officers or agents, nor any of the employees covered by this agreement, shall violate Sections 10 or 12 of the Iowa Public Employment Relations Act.

ARTICLE 26 ENTIRE AGREEMENT AND WAIVER CLAUSE

This agreement supersedes and cancels all previous agreements and practices between the city and the employee organization, unless expressly stated to the contrary herein, and together with any mutual agreed to amendments, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement, each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain

collectively with respect to any subject or matter referred to or covered in this agreement during its term.

ARTICLE 27 SAVINGS

If any provision of this agreement is declared by proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 28 WAGES, JOB CLASSIFICATIONS

<u>COMMUNITY SERVICES</u>	July 1, 2006	July 1, 2007	July 1, 2008
Equipment Operator	\$ 17.87	\$ 18.58	\$ 19.33
Laborer	\$ 17.56	\$ 17.94	\$ 18.33
Mechanic	\$ 20.42	\$ 21.23	\$ 22.08
Building Inspector	\$ 19.29	\$ 20.06	\$ 20.87
 <u>POLICE</u>			
Patrol/Detective	\$ 20.60	\$ 21.43	\$ 22.28
 <u>Start</u>	<u>6 Months</u>	<u>End of One Year</u>	<u>End of Two Years</u>
90%	92.5%	95%	100%

The city retains the right to hire and advance an employee at a rate commensurate with the applicants (employees) qualifications and experience.

Employees who retain a pesticide license will receive annual premium pay of \$ 250.00 per year.

Employees who retain a certification for the following will receive annual premium pay of \$ 250.00 per year:

- Residential Building Inspector
- Residential Electrical Inspector
- Residential Mechanical Inspector
- Residential Plumbing Inspector
- Commercial Building Inspector
- Commercial Electrical Inspector
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Accessibility Inspector/Plans Examiner
- Fire Inspector I / II

ARTICLE 29 SAFETY SHOES

Effective July 1, 2003, the city will contribute \$ 200.00 to each community services employee for safety shoes on the anniversary date of the employee's employment to replace the original issue. The community services employees are required to wear said safety shoes while on duty.

ARTICLE 30 SUBPOENA PAY

Employees subpoenaed in a criminal action shall be paid their straight time hourly rate for all hours worked during their regular scheduled work shift. However, if they are paid any money by the court for being subpoenaed, this money shall be turned over to the city.

All hours worked during the employee's scheduled day(s) off shall be compensated for a minimum of two hours and shall be compensated in the same manner as found in Article 27 of this Agreement. Mileage will be paid in accordance with set standards. The mileage for city charges will be reimbursed by the city. State charges will be reimbursed by the Clerk of Court's office.

Employees subpoenaed in a civil action will not be compensated by the employer for time spent under the subpoena.

ARTICLE 31 CLOTHING ALLOWANCE

All uniform and shoes for the police personnel will be provided by the city as deemed appropriate by the chief of police. The city will provide each officer up to \$ 600.00 per year for uniform clothing or articles. Each officer must obtain prior approval of the chief and submit a proper billing or receipt showing the item purchased and cost in order to receive payment. Each officer may select the supplier of such article.

ARTICLE 32 LONGEVITY

Regular full-time employees who have performed continuous service for the required number of years shall be eligible to begin receiving longevity pay at the beginning of the payroll period in which the required number of years has been completed. Eligible employees shall receive the following:

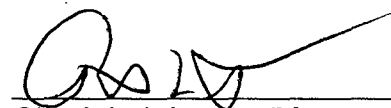
<u>After Completion Of:</u>	<u>Cents Per Hour:</u>
5 years of continuous service	5 cents per hour
10 years of continuous service	15 cents per hour
15 years of continuous service	30 cents per hour
20 years of continuous service	50 cents per hour

**ARTICLE 33
TERMS OF AGREEMENT**

THIS AGREEMENT shall be in full force and effect as to all provisions from the 1st day of July 2006 to and including the 30th day of June 2009.

The undersigned hereby approve and concur with this agreement.

City of Pleasant Hill



City Administrator/Manager

Date 2-27-06

Teamsters Local Union 238



Business Representative

Date 2-24-06



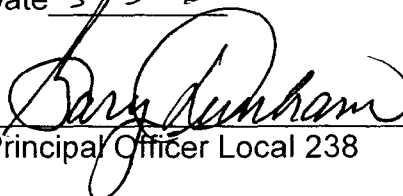
Steward (Community Services Department)

Date 3-3-06



Steward (Police Department)

Date 3-3-06



Principal Officer Local 238